

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

-----X  
ALEXANDER BANILOVER,

Plaintiff,

-against-

GEICO GENERAL INSURANCE COMPANY,

Defendant.  
-----X

Docket no:  
**COMPLAINT**

JURY DEMANDED

Plaintiff, ALEXANDER BANILOVER, by his attorney, CHARLES C. DESTEFANO, ESQ., complaining of the defendant, respectfully show and allege as follows:

FIRST: The plaintiff, ALEXANDER BANILOVER, at the time of the institution of this action, was and still is resident of the County of Kings, City and State of New York.

SECOND: That upon information and belief, and at all times hereinafter mentioned, the defendant, GEICO GENERAL INSURANCE COMPANY (hereinafter "GEICO") is a foreign business corporation with its headquarters/ principal place of business in the State of Maryland. and engaged in the business of liability insurance in the State of New York.

THIRD: That jurisdiction properly lies with the Federal District Court by virtue of the diversity of the citizenship of the plaintiffs and defendants as set forth in Title 28 U.S.C. Section 1332 and the nature of this action being over the amount in question, exceeding the sum of SEVENTY FIVE THOUSAND AND 00/100 (\$75,000.00) DOLLARS, exclusive of interest and costs.

AS AND FOR A FIRST CAUSE OF ACTION  
ON BEHALF OF PLAINTIFF ALEXANDER BANILOVER

FOURTH: That at all times hereinafter mentioned, the plaintiff, ALEXANDER BANILOVER, did operate a certain 2020 BMW motor vehicle bearing New York State registration, license plate number KEF6042 with knowledge and consent of owner, non-party, Oksana Zavoloka.

FIFTH: That at all times hereinafter mentioned, South Avenue at or near the intersection with Chelsea Road, in the County of Richmond, City and State of New York, was and still is a public highway in common use by the residents of the State of New York and others.

SIXTH: That on the 18<sup>th</sup> day of June, 2021, plaintiff ALEXANDER BANILOVER was operating the aforesaid BMW motor vehicle along South Avenue, at or near the intersection with Chelsea Road, in the County of Richmond, City and State of New York when an unknown vehicle, while attempting to pass his vehicle, struck his vehicle, forcing him off the road and into a ditch. The unknown vehicle did not stop and fled the scene.

SEVENTH: As a result of the impact, the plaintiff ALEXANDER BANILOVER sustained serious personal injuries, as defined by Section 5102 (d) of the Insurance Laws of the State of New York.

EIGHTH: That the accident and the injuries resulting to the plaintiff, ALEXANDER BANILOVER, were caused by reason of negligence of the driver of the hit and run vehicle.

NINETH: Upon information and belief, as of the date of accident, June 18, 2021, non party Oksana Zavoloka held a policy of automobile insurance, on the aforesaid BMW motor vehicle plaintiff was operating at the time of the accident, assigned policy number 4383-13-24-22, issued by defendant GEICO with uninsured single limit policy limits of \$300,000. (Hereinafter "the policy").

TENTH: That as of June 18, 2021, the policy was in full force and effect and plaintiff ALEXANDER BANILOVER, a driver with permissive use, is insured under the policy.

ELEVENTH: Subsequent to the accident, plaintiff ALEXANDER BANILOVER or his representative notified GEICO of his intention to make an uninsured motorist claim.

TWELFTH: Within the time prescribed by law, regarding the June 18, 2021 accident, defendant GEICO received written notice of plaintiff's intention to make an uninsured motorist claim.

THIRTEENTH: The plaintiff ALEXANDER BANILOVER has complied with all terms and conditions regarding uninsured motorist benefits under the aforesaid policy of insurance issued by defendant.

FOURTEENTH: The plaintiff ALEXANDER BANILOVER, by his attorneys has provided defendant with all the requested medical records, reports and authorizations regarding the plaintiff's injuries and treatment.

FIFTEENTH: Thereafter, the defendant, GEICO, refused to honor plaintiff's claim for Uninsured Motorist Benefits.

SIXTEENTH: The plaintiff ALEXANDER BANILOVER, demanded the policy limits of \$300,000 be paid to the plaintiff pursuant to the aforesaid policy and that defendant GEICO has refused to pay same to the plaintiff.

SEVENTEENTH: That the plaintiff, ALEXANDER BANILOVER, sustained serious personal injuries, and damages in excess of \$300,000 and defendant GEICO, is obligated to make payment pursuant to the terms of the policy of insurance and has refused to do so.

EIGHTEENTH: The amount of damages herein exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction in this matter.

WHEREFORE, the plaintiff ALEXANDER BANILOVER, demands judgment against the defendant in the first cause of action in an amount which exceeds the monetary jurisdictional limits of any and all lower courts which would otherwise have jurisdiction, and amounts to be determined at the trial of this action altogether with the interest, costs and disbursements of this action.

JURY DEMAND

Plaintiff demands trial by jury.

Dated: Staten Island, New York

July 29, 2021

Law Office of CHARLES C. DESTEFANO  
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By: 

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